

RESOLUTION No. 23-12

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF DRAINAGE DISTRICT NO. 59 & CITY OF EARLY STORMWATER REPAIRS

WHEREAS notice to bidders has been duly given as required for the CONSTRUCTION OF DRAINAGE DISTRICT NO. 59 & CITY OF EARLY STORMWATER REPAIRS in the City of Early, as described in the plans and specifications therefore, and

WHEREAS there has been filed with the City Clerk in response to the notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

Name and Address of Bidders and Amount of Bid \_\_\_\_\_ (see attached)

After consideration of all bids filed, there was determined by the Council that bid of \$ 504,099 is the best and lowest responsible bid for the public improvement as is herein outlined. Alternate 1 - Aluminum # 88,900

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EARLY, IOWA:

Section 1. That the bid of Empire Excavation is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount five hundred four thousand ninty-nine dollars (\$ 504,099<sup>00</sup>) Alternate A - eighty-eight thousand nine hundred dollars # 88,900<sup>00</sup> Dollars.

Section 2. The Mayor and Clerk of the City of Early, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Early, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

A motion was made by Councilor T. Langner and seconded by Councilor B. Cougill

	AYES	NAYS	ABSENT	ABSTAIN
W. COUGILL	X			
B. PICKHINKE	X			
T. LANGNER	X			
S. SCHMITT			X	
B. BLACKMAN	X			

Passed this 7<sup>th</sup> day of November 2023, and signed this day of 7<sup>th</sup> November 2023.

CITY OF EARLY, IOWA

L. Wallace

ATTEST: Lexi Wallace, City Clerk

Sharon Ann Irwin

Sharon Irwin, Mayor

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

L Thies LLC DBA Empire Excavating  
219 Lawndale Street  
Odebolt, IA 51458

**SURETY (Name, and Address of Principal Place of Business):**

Great Midwest Insurance Company  
800 Gessner Rd Suite 600  
Houston, TX 77024

**OWNER (Name and Address):**

CITY OF EARLY  
107 Main Street  
Early, IA 50535

**BID**

Bid Due Date: 10/26/2023

Description (Project Name— Include Location): DRAINAGE DISTRICT NO.59 PROJECT NO. 19 - 22656  
107 Main Street, Early, IA 50535

**BOND**

Bond Number: BID BOND

Date: 10/26/2023

Penal sum TEN PERCENT (10%) OF THE TOTAL BID AMOUNT \$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

L THIES LLC DBA EMPIRE EXCAVATING (Seal)

Bidder's Name and Corporate Seal

**SURETY**

GREAT MIDWEST INSURANCE COMPANY

Surety's Name and Corporate Seal



By:

[Signature]  
Signature

Levi Thies  
Print Name

owner  
Title

Attest:

[Signature]  
Signature

CFU  
Title

By:

[Signature]  
Signature (Attach Power of Attorney)

Zach Matter  
Print Name

Attorney-in-Fact  
Title

Attest:

[Signature]  
Signature

surety specialist  
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Ryan Swalve, Havilah Watson, Jimmy Brown

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

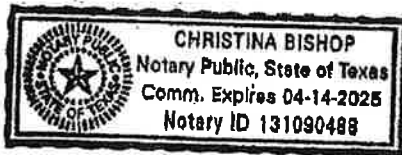


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 26th Day of October, 2023.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any Insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent Insurance act, which is a crime and subjects such person to criminal and civil penalties.

**BID FORM**

**DRAINAGE DISTRICT NO. 59 & CITY OF EARLY STORMWATER REPAIRS**

Early, Iowa

Project No. 19-22656

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Early**  
**Attn: Lexi Houston, City Clerk**  
**107 Main Street**  
**Early, Iowa 50535**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	10/13/2023
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. Bids may be submitted for Base Bid and Alternate A, Base Bid and Alternate B, or Base Bid and Alternates A and B.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	CLEARING AND GRUBBING	LS	1	25000-	25000-
2	CLEARING AND CHEMICAL TREATMENT (OPEN DITCH)	LS	1	10000-	10000-
3	TOPSOIL, ON-SITE	CY	4135	5-	20675-
4	EXCAVATION, CLASS 10	CY	41	10-	410-
5	EXCAVATION, CLASS 10 (BASIN)	CY	3614	7-	25298-
6	EXCAVATION (OPEN DITCH)	CY	1780	6-	10680-
7	EXCAVATION, CLASS 10 WASTING	CY	6244	8-	49952-
8	ONE SIDED SPOIL LEVELING (OPEN DITCH)	STA	18.73	300-	5619
9	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	211	20-	4220-
10	REMOVAL OF STRUCTURE, GRATE	EA	1	750-	750-
11	REMOVAL OF KNOWN BOX CULVERT, RCP, 72"X36"	LF	62	40-	2480-
12	REMOVAL OF KNOWN PIPE CULVERT, CMP, 72"	LF	62	40-	2480-
13	EXPLORATORY EXCAVATION	HR	8	200-	1600-
14	STORM SEWER, TRENCHED, C900 PVC, 15"	LF	60	80-	4800-
15	STORM SEWER, TRENCHED, RCP, 12"	LF	50	80-	4000-
16	AG DRAIN TILE, 4" (TOE DRAIN)	LF	695	10-	6950-
17	AG DRAIN TILE, 6"	LF	44	10-	440-
18	AG DRAIN TILE, 10"	LF	430	25-	10750-
19	AG DRAIN TILE, 15"	LF	1589	35-	55615-
20	6" ELBOW, FABRICATION ONLY	EA	1	800-	800-
21	15" ELBOW, FABRICATION ONLY	EA	9	1000-	9000-
22	GRANULAR FOUNDATION MATERIAL	TON	75	50-	3750-
23	CORRUGATED METAL SURFACE PIPE, 16 GAUGE, 18" DIA (OPEN DITCH)	LF	30	45-	1350-
24	CORRUGATED METAL TILE EXT. PIPE, 16 GAUGE, 24" DIA (OPEN DITCH)	LF	20	60-	1200-
25	DRAIN TILE REPAIRS AND CONNECTIONS, MISC.	LF	8	200-	1600-
26	15-INCH CROSS CONNECT W/ 40 LF OF SPECIFIED PIPE	EA	1	3000-	3000-
27	REMOVAL OF EXISTING DISTRICT TILE	LF	158	5-	790-

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
28	CRUSH AND BURY EXISTING TILE (SIZE & MATERIAL MAY VARY)	LF	1027	15-	15405-
29	STORM SEWER ABANDONMENT, PLUG	EA	2	1000-	2000-
30	STORM SEWER ABANDONMENT, FILL AND PLUG	LF	80	90-	7200-
31	PIPE APRON, RCP, 12"	EA	1	1000-	1000-
32	FOOTING FOR CONCRETE PIPE APRON, RCP, 12"	EA	1	800-	800-
33	SANITARY SEWER SPOT REPAIRS, 6", BY COUNT	EA	1	1000-	1000-
34	SANITARY SEWER SPOT REPAIRS, 8", BY COUNT	EA	3	1200-	3600-
35	SANITARY SEWER SPOT REPAIRS, TRENCHED, 6"	LF	20	50-	1000-
36	SANITARY SEWER SPOT REPAIRS, TRENCHED, SDR-26, 8"	LF	60	70-	4200-
37	WATER MAIN ABANDONMENT, CAP, 4"	EA	2	750-	1500-
38	WATER MAIN ABANDONMENT, CAP, 6"	EA	1	1000-	1000-
39	INTAKE, DROP, 15"	EA	1	2000-	2000-
40	INTAKE, DROP, 18"	EA	1	2250	2250-
41	INTAKE, FIELD, 12"	EA	3	1000-	3000-
42	INTAKE, WATER CONTROL STRUCTURE	EA	1	4000-	4000-
43	INTAKE, SW-501	EA	2	4500-	9000-
44	CONNECTION TO EXISTING MANHOLE	EA	1	2500-	2500-
45	REMOVE INTAKE	EA	1	500-	500-
46	PAVEMENT, PCC, 9 INCHES	SY	362	20-	7240-
47	PAVEMENT, DOUBLE REINFORCED PCC, 9 INCHES	SY	211	20-	4220-
48	REMOVAL OF SIDEWALK	SY	65	15-	975-
49	REMOVAL OF DRIVEWAY	SY	91	15-	1365-
50	SIDEWALK, PCC, 4"	SY	60	15-	900-
51	DRIVEWAY, PAVED, PCC, 6"	SY	91	18-	1638-
52	PAVEMENT REMOVAL	SY	592	18-	10656
53	TEMPORARY TRAFFIC CONTROL	LS	1	8000-	8000-
54	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	LS	1	20000-	20000-
55	DITCH SEEDING & FERTILIZING (OPEN DITCH)	STA	18.73	400-	7492-
56	SWPPP MANAGEMENT	LS	1	17000-	17000-
57	FILTER SOCK	LF	0	3-	-
58	FILTER SOCKS, REMOVAL	LF	0	2-	-
59	TEMPORARY RECP	SY	5908	250	14770-
60	WATTLE	LF	200	3-	600-
61	WATTLE, REMOVAL	LF	200	150	300-
62	RIP RAP, EROSION STONE	TON	100	55-	5500-
63	RIP RAP, CLASS E (OPEN DITCH)	TON	29	55-	1595-
64	SILT FENCE OR SILT FENCE DITCH CHECK	LF	1150	3-	3450-

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
65	SILT SCREEN FENCE (OPEN DITCH)	LS	1	2500-	2500-
66	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	1150	5-	5750-
67	STABILIZED CONSTRUCTION EXIT	TON	5	100-	500-
68	TURF REINFORCEMENT MATS	SF	3726	6.50	24219-
69	INLET PROTECTION DEVICE, DROP IN	EA	2	400-	800-
70	INLET PROTECTION DEVICE, WATTLES	EA	5	300-	1500-
71	INLET PROTECTION DEVICE, MAINTENANCE	EA	7	300-	2100-
72	SALVAGE OF FENCE (OPEN DITCH)	STA	19.10	150-	2865-
73	TESTING	LS	1	7500-	7500-
74	CDBG SIGN	LS	1	1500-	1500-
75	MOBILIZATION	LS	1	16000-	16000-
76	MAINTENANCE OF POSTAL SERVICE	LS	1	3000-	3000-
77	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	3000-	3000-
78	CONCRETE WASHOUT	LS	1	2000-	2000-
79					
80					
<b>Base Bid Subtotal</b>					<b>\$504099-</b>
<b>ALTERNATE A</b>					
A1	ALUMINUM BOX CULVERT, 156"X36", TRENCHED	LS	1	88900-	88900-
A2					
<b>Alternate A Subtotal</b>					<b>\$ 88900-</b>
<b>ALTERNATE B</b>					
B1	PRECAST RCP BOX CULVERT, 96"X48", TRENCHED	LS	1	89500-	89500-
B2					
<b>Alternate B Subtotal</b>					<b>\$ 89500-</b>
<b>Base Bid + Alternate A Total</b>					<b>\$592999-</b>
<b>Base Bid + Alternate B Total</b>					<b>\$593599-</b>

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.03 Contract will be awarded to the lowest responsible bidder based on the Base Bid plus Alternate A or Base Bid plus Alternate B.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before September 27, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within thirty (30) calendar days after the completion of the work and acceptance by the Owner.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - ✓ A. Required Bid security;
  - ✓ B. Intent to Comply with Section 3 Requirements Form;
  - ✓ C. Required Bidder Status Form.
  - ✓ D. DUNS Number, SAMS Number, Tax ID Number, and Iowa Contractor's License Number

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Empire Excavation

By: LT  
[Signature]

Levi Thies  
[Printed name]

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: Alex Thies  
[Signature]

Alex Thies  
[Printed name]

Title: Office manager

Submittal Date: 10-26-23

Address for giving notices:

219 Lawndale St.  
Odebolt, IA 51458

Telephone Number: 712 668 8137

Fax Number: —

Contact Name and e-mail address: Levi Thies  
thies2@outlook.com

Bidder's License No.: C-141712

# Bidder Status Form

## To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

## To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 1 / 1 / 19 to current / / Address: 219 Lawndale St  
City, State, Zip: Odebolt IA 51458

Dates: / / to / / Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: / / to / / Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

## To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

## To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Empire Excavation

Signature: [Signature] Date: 10-26-25

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers\*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

\* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

## **INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS**

*(To be provided with procurement documents and returned with all submitted bids)*

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
  - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

Yes  No

If yes, please estimate the number of hours to be completed on the project by all workers: \_\_\_\_\_

2. Is your business a Section 3 Business?  Yes  No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?  
 Yes  No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?  
 Yes  No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?  
 Yes  No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Empire Excavation  
Name of Contractor/Subcontractor Address

Levi Thies owner  
Print Name Title

L Thies 10-26-23  
Signature Date

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

JOHN J. HEALY DBA HEALY EXCAVATING  
3483 Perkins Ave.  
Lake View, IA 51450

**SURETY (Name, and Address of Principal Place of Business):**

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER (Name and Address):**

City of Early  
107 Main St.  
Early, IA 50535

**BID**

Bid Due Date:10/26/2023

Description (Project Name— Include Location):

Drainage District No. 59 & City of Early Stormwater Repairs; Project Number: 19-22656

**BOND**

Bond Number:GR29378

Date:10/19/2023

Penal sum Ten Percent of Amount Bid

\$10.00%

(Words)

(Figures)

Surety and Bidder, Intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

JOHN J. HEALY DBA HEALY EXCAVATING (Seal)

Bidder's Name and Corporate Seal

**SURETY**

Granite Re, Inc. (Seal)

Surety's Name and Corporate Seal

By:

*John Healy*  
Signature

*John Healy*  
Print Name

*Owner*  
Title

Attest:

*Monica Healy*  
Signature

*Witness*  
Title

By:

*Samuel Duchow*  
Signature (Attach Power of Attorney)

*Samuel Duchow*  
Print Name

*Attorney-In-Fact*  
Title

*Moll Hansen*  
Signature  
*Moll Hansen*  
Title: Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU Its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

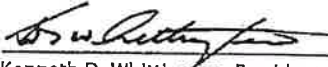
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

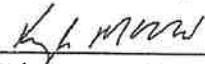
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA )  
 ) SS:  
 COUNTY OF OKLAHOMA )



  
 \_\_\_\_\_  
 Kenneth D. Whittington, President

  
 \_\_\_\_\_  
 Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
 April 21, 2027  
 Commission #: 11003620



  
 \_\_\_\_\_  
 Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 19 day of October, 2023.



  
 \_\_\_\_\_  
 Kyle P. McDonald, Assistant Secretary

**BID FORM**

**DRAINAGE DISTRICT NO. 59 & CITY OF EARLY STORMWATER REPAIRS**

Early, Iowa

Project No. 19-22656

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Early  
Attn: Lexi Houston, City Clerk  
107 Main Street  
Early, Iowa 50535

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	10/13/2023
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. Bids may be submitted for **Base Bid and Alternate A**, **Base Bid and Alternate B**, or **Base Bid and Alternates A and B**.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	CLEARING AND GRUBBING	LS	1	18,000.00	18,000.00
2	CLEARING AND CHEMICAL TREATMENT (OPEN DITCH)	LS	1	9,500.00	9,500.00
3	TOPSOIL, ON-SITE	CY	4135	4.75	19,641.25
4	EXCAVATION, CLASS 10	CY	41	20.00	820.00
5	EXCAVATION, CLASS 10 (BASIN)	CY	3614	3.90	14,094.60
6	EXCAVATION (OPEN DITCH)	CY	1780	4.25	7,565.00
7	EXCAVATION, CLASS 10 WASTING	CY	6244	13.50	84,294.00
8	ONE SIDED SPOIL LEVELING (OPEN DITCH)	STA	18.73	200.00	3,746.00
9	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	211	12.90	2,721.90
10	REMOVAL OF STRUCTURE, GRATE	EA	1	950.00	950.00
11	REMOVAL OF KNOWN BOX CULVERT, RCP, 72"X36"	LF	62	80.00	4,960.00
12	REMOVAL OF KNOWN PIPE CULVERT, CMP, 72"	LF	62	75.00	4,650.00
13	EXPLORATORY EXCAVATION	HR	8	200.00	1,600.00
14	STORM SEWER, TRENCHED, C900 PVC, 15"	LF	60	144.00	8,640.00
15	STORM SEWER, TRENCHED, RCP, 12"	LF	50	95.00	4,750.00
16	AG DRAIN TILE, 4" (TOE DRAIN)	LF	695	14.50	10,077.50
17	AG DRAIN TILE, 6"	LF	44	31.00	4,364.00
18	AG DRAIN TILE, 10"	LF	430	48.10	20,683.00
19	AG DRAIN TILE, 15"	LF	1589	61.50	94,723.50
20	6" ELBOW, FABRICATION ONLY	EA	1	370.00	370.00
21	15" ELBOW, FABRICATION ONLY	EA	9	730.00	6,570.00
22	GRANULAR FOUNDATION MATERIAL	TON	75	82.00	6,150.00
23	CORRUGATED METAL SURFACE PIPE, 16 GAUGE, 18" DIA (OPEN DITCH)	LF	30	75.00	2,250.00
24	CORRUGATED METAL TILE EXT. PIPE, 16 GAUGE, 24" DIA (OPEN DITCH)	LF	20	125.00	2,500.00
25	DRAIN TILE REPAIRS AND CONNECTIONS, MISC.	LF	8	750.00	6,000.00
26	15-INCH CROSS CONNECT W/ 40 LF OF SPECIFIED PIPE	EA	1	4,250.00	4,250.00
27	REMOVAL OF EXISTING DISTRICT TILE	LF	158	12.00	1,896.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
28	CRUSH AND BURY EXISTING TILE (SIZE & MATERIAL MAY VARY)	LF	1027	8.50	8,729.50
29	STORM SEWER ABANDONMENT, PLUG	EA	2	500.00	1,000.00
30	STORM SEWER ABANDONMENT, FILL AND PLUG	LF	80	12.50	1,000.00
31	PIPE APRON, RCP, 12"	EA	1	1,350.00	1,350.00
32	FOOTING FOR CONCRETE PIPE APRON, RCP, 12"	EA	1	750.00	750.00
33	SANITARY SEWER SPOT REPAIRS, 6", BY COUNT	EA	1	680.00	680.00
34	SANITARY SEWER SPOT REPAIRS, 8", BY COUNT	EA	3	980.00	2,940.00
35	SANITARY SEWER SPOT REPAIRS, TRENCHED, 6"	LF	20	80.00	1,600.00
36	SANITARY SEWER SPOT REPAIRS, TRENCHED, SDR-26, 8"	LF	60	61.50	3,690.00
37	WATER MAIN ABANDONMENT, CAP, 4"	EA	2	750.00	1,500.00
38	WATER MAIN ABANDONMENT, CAP, 6"	EA	1	750.00	750.00
39	INTAKE, DROP, 15"	EA	1	5,000.00	5,000.00
40	INTAKE, DROP, 18"	EA	1	6,700.00	6,700.00
41	INTAKE, FIELD, 12"	EA	3	5,500.00	16,500.00
42	INTAKE, WATER CONTROL STRUCTURE	EA	1	7,900.00	7,900.00
43	INTAKE, SW-501	EA	2	2,550.00	5,100.00
44	CONNECTION TO EXISTING MANHOLE	EA	1	2,500.00	2,500.00
45	REMOVE INTAKE	EA	1	500.00	500.00
46	PAVEMENT, PCC, 9 INCHES	SY	362	110.00	39,820.00
47	PAVEMENT, DOUBLE REINFORCED PCC, 9 INCHES	SY	211	125.00	26,375.00
48	REMOVAL OF SIDEWALK	SY	65	12.00	780.00
49	REMOVAL OF DRIVEWAY	SY	91	12.00	1,092.00
50	SIDEWALK, PCC, 4"	SY	60	85.00	5,100.00
51	DRIVEWAY, PAVED, PCC, 6"	SY	91	95.00	8,645.00
52	PAVEMENT REMOVAL	SY	592	16.50	9,768.00
53	TEMPORARY TRAFFIC CONTROL	LS	1	20,500.00	20,500.00
54	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	LS	1	30,500.00	30,500.00
55	DITCH SEEDING & FERTILIZING (OPEN DITCH)	STA	18.73	250.00	4,682.50
56	SWPPP MANAGEMENT	LS	1	7,500.00	7,500.00
57	FILTER SOCK	LF	0	4.50	
58	FILTER SOCKS, REMOVAL	LF	0	2.00	
59	TEMPORARY RECP	SY	5908	3.00	17,724.00
60	WATTLE	LF	200	4.50	900.00
61	WATTLE, REMOVAL	LF	200	2.00	400.00
62	RIP RAP, EROSION STONE	TON	100	65.20	6,520.00
63	RIP RAP, CLASS E (OPEN DITCH)	TON	29	85.00	2,465.00
64	SILT FENCE OR SILT FENCE DITCH CHECK	LF	1150	4.75	5,462.50

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
65	SILT SCREEN FENCE (OPEN DITCH)	LS	1	1,500.00	1,500.00
66	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	1150	1.25	1,437.50
67	STABILIZED CONSTRUCTION EXIT	TON	5	50.00	250.00
68	TURF REINFORCEMENT MATS	SF	3726	9.50	35,397.00
69	INLET PROTECTION DEVICE, DROP IN	EA	2	200.00	400.00
70	INLET PROTECTION DEVICE, WATTLES	EA	5	150.00	750.00
71	INLET PROTECTION DEVICE, MAINTENANCE	EA	7	25.00	175.00
72	SALVAGE OF FENCE (OPEN DITCH)	STA	19.10	120.00	2,292.00
73	TESTING	LS	1	15,000.00	15,000.00
74	CDBG SIGN	LS	1	1,800.00	1,800.00
75	MOBILIZATION	LS	1	85,000.00	85,000.00
76	MAINTENANCE OF POSTAL SERVICE	LS	1	1,500.00	1,500.00
77	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	1,500.00	1,500.00
78	CONCRETE WASHOUT	LS	1	1,500.00	1,500.00
79					
80					
<b>Base Bid Subtotal</b>					<b>\$ 750,691.75</b>

ALTERNATE A					
A1	ALUMINUM BOX CULVERT, 156"X36", TRENCHED	LS	1		
A2					
<b>Alternate A Subtotal</b>					<b>\$</b>
ALTERNATE B					
B1	PRECAST RCP BOX CULVERT, 96"X48", TRENCHED	LS	1	126,000.00	126,000.00
B2					
<b>Alternate B Subtotal</b>					<b>\$ 126,000.00</b>
<b>Base Bid + Alternate A Total</b>					<b>\$</b>
<b>Base Bid + Alternate B Total</b>					<b>\$ 876,691.75</b>

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.03 Contract will be awarded to the lowest responsible bidder based on the Base Bid plus Alternate A or Base Bid plus Alternate B.



Address for giving notices:

3483 Perkins Ave.

Lake View, IA 51450

Telephone Number: 712-665-4500 (Office) 712-830-9179 (Cell)

Fax Number: -----

Contact Name and e-mail address: John Healy

johnhealy@netins.net

Bidder's License No.: C099751

## **INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS**

*(To be provided with procurement documents and returned with all submitted bids)*

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low and very low-income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
  - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

Yes       No

If yes, please estimate the number of hours to be completed on the project by all workers: 1500

2. Is your business a Section 3 Business?  Yes  No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?  
 Yes  No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?  
 Yes  No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?  
 Yes  No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Healy Excavating 3483 Perkins Ave., Lake View, IA 51450  
Name of Contractor/Subcontractor Address

John Healy Owner  
Print Name Title

John Healy 10-26-23  
Signature Date

# Bidder Status Form

## To be completed by all bidders

### Part A

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

## To be completed by resident bidders

### Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 10 / 26 / 2020 to 10 / 26 / 2023 Address: 3483 Perkins Ave.  
City, State, Zip: Lake View, IA 51450

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

## To be completed by non-resident bidders

### Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_

You may attach additional sheet(s) if needed.

## To be completed by all bidders

### Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Healy Excavating  
Signature: John Healy Date: 10-26-23

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**John J. Healy**

2 Business name/disregarded entity name, if different from above  
**Healy Excavating**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**3483 Perkins Avenue**

6 City, state, and ZIP code  
**Lake View IA 51450**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

4	8	3	-	9	2	-	8	9	9	3
---	---	---	---	---	---	---	---	---	---	---

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here    Signature of U.S. person ▶ *John Healy*    Date ▶ **10-26-23**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

- Form 1099-INT (interest earned or paid)



**CONTRACTOR REGISTRATION  
CERTIFICATE**

**STATE OF IOWA  
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309  
Phone: 515-242-5871 | FAX: 515-725-2427  
[www.iowacontractor.gov](http://www.iowacontractor.gov) | [contractor.registration@iwd.iowa.gov](mailto:contractor.registration@iwd.iowa.gov)

DATE ISSUED:  
**06/29/2023**

DATE EXPIRES:  
**06/29/2024**

REGISTRATION NUMBER:  
**C099751**

HEALY EXCAVATING  
3483 PERKINS AVE  
LAKE VIEW, IA 51450

A handwritten signature in cursive script, appearing to read "Larry Johnson", is written over a horizontal line.

Larry Johnson, Labor Commissioner

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

King Contracting, LLC dba King Construction  
P.O. Box 369  
Wall Lake, IA 51466

**SURETY (Name, and Address of Principal Place of Business):**

Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50306-3498

**OWNER (Name and Address):**

City of Early  
107 Main Street  
Early, IA 50535

**BID**

Bid Due Date: October 26, 2023

**Description (Project Name— Include Location):**

Project No. 19-22656 Drainage District No. 59 & City of Early Stormwater Repairs - Early, IA

**BOND**

Bond Number: Bid Bond

Date: September 26, 2023

Penal sum Ten Percent of the Total Amount Bid \$ 10%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

King Contracting, LLC dba King Construction (Seal)  
Bidder's Name and Corporate Seal

**SURETY**  
Merchants Bonding Company (Mutual)

Surety's Name and Corporate Seal



By:

*[Signature]*  
Signature

David King  
Print Name

President  
Title

By:

*[Signature]*  
Signature (Attach Power of Attorney)

Cindy Bennett  
Print Name

Attorney-in-Fact  
Title

Attest:

*[Signature]*  
Signature

Office Manager  
Title

Attest:

*[Signature]*  
Signature Anne Crowner

Witness as to Surety  
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Huynh; Anne Crowner; Bailey Beach; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Megan A Brown; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of September, 2023.



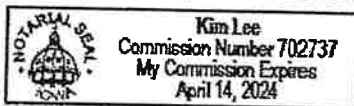
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 25th day of September 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this Instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of September, 2023.



*William Warner Jr.*  
Secretary

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Early  
Attn: Lexi Houston, City Clerk  
107 Main Street  
Early, Iowa 50535**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
Addendum #1	10.13.2023
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. Bids may be submitted for Base Bid and Alternate A, Base Bid and Alternate B, or Base Bid and Alternates A and B.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	CLEARING AND GRUBBING	LS	1	23,000	23,000
2	CLEARING AND CHEMICAL TREATMENT (OPEN DITCH)	LS	1	4500	4500
3	TOPSOIL, ON-SITE	CY	4135	18	33,080
4	EXCAVATION, CLASS 10	CY	41	35	1435
5	EXCAVATION, CLASS 10 (BASIN)	CY	3614	6	21,684
6	EXCAVATION (OPEN DITCH)	CY	1780	11	19,580
7	EXCAVATION, CLASS 10 WASTING	CY	6244	14	87,416
8	ONE SIDED SPOIL LEVELING (OPEN DITCH)	STA	18.73	1,150	21,539.50
9	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	211	45	9495
10	REMOVAL OF STRUCTURE, GRATE	EA	1	1750	1,750
11	REMOVAL OF KNOWN BOX CULVERT, RCP, 72"X36"	LF	62	275	17,050
12	REMOVAL OF KNOWN PIPE CULVERT, CMP, 72"	LF	62	275	17,050
13	EXPLORATORY EXCAVATION	HR	8	400	3200
14	STORM SEWER, TRENCHED, C900 PVC, 15"	LF	60	375	22,500
15	STORM SEWER, TRENCHED, RCP, 12"	LF	50	170	8500
16	AG DRAIN TILE, 4" (TOE DRAIN)	LF	695	54	37,530
17	AG DRAIN TILE, 6"	LF	44	125	5500
18	AG DRAIN TILE, 10"	LF	430	60	25,800
19	AG DRAIN TILE, 15"	LF	1589	158	251,062
20	6" ELBOW, FABRICATION ONLY	LF	1	280	280
21	15" ELBOW, FABRICATION ONLY	LF	9	1300	11,700
22	GRANULAR FOUNDATION MATERIAL	TON	75	60	4,500
23	CORRUGATED METAL SURFACE PIPE, 16 GAUGE, 18" DIA (OPEN DITCH)	LF	30	110	3,300
24	CORRUGATED METAL TILE EXT. PIPE, 16 GAUGE, 24" DIA (OPEN DITCH)	LF	20	155	3,100
25	DRAIN TILE REPAIRS AND CONNECTIONS, MISC.	LF	8	300	2,400
26	15-INCH CROSS CONNECT W/ 40 LF OF SPECIFIED PIPE	EA	1	7500	7500
27	REMOVAL OF EXISTING DISTRICT TILE	LF	158	40	6,320

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
28	CRUSH AND BURY EXISTING TILE (SIZE & MATERIAL MAY VARY)	LF	1027	25	25,675
29	STORM SEWER ABANDONMENT, PLUG	EA	2	1850	3,700
30	STORM SEWER ABANDONMENT, FILL AND PLUG	LF	80	235	18,800
31	PIPE APRON, RCP, 12"	EA	1	1900	1,900
32	FOOTING FOR CONCRETE PIPE APRON, RCP, 12"	EA	1	1800	1,800
33	SANITARY SEWER SPOT REPAIRS, 6", BY COUNT	EA	1	5000	5,000
34	SANITARY SEWER SPOT REPAIRS, 8", BY COUNT	EA	3	4500	13,500
35	SANITARY SEWER SPOT REPAIRS, TRENCHED, 6"	LF	20	260	5,200
36	SANITARY SEWER SPOT REPAIRS, TRENCHED, SDR-26, 8"	LF	60	260	15,600
37	WATER MAIN ABANDONMENT, CAP, 4"	EA	2	1200	2,400
38	WATER MAIN ABANDONMENT, CAP, 6"	EA	1	1300	1,300
39	INTAKE, DROP, 15"	EA	1	6000	6,000
40	INTAKE, DROP, 18"	EA	1	8000	8,000
41	INTAKE, FIELD, 12"	EA	3	3500	10,500
42	INTAKE, WATER CONTROL STRUCTURE	EA	1	7000	7,000
43	INTAKE, SW-501	EA	2	8000	16,000
44	CONNECTION TO EXISTING MANHOLE	EA	1	5000	5,000
45	REMOVE INTAKE	EA	1	900	900
46	PAVEMENT, PCC, 9 INCHES	SY	362	215	77,830
47	PAVEMENT, DOUBLE REINFORCED PCC, 9 INCHES	SY	211	250	52,750
48	REMOVAL OF SIDEWALK	SY	65	30	1,950
49	REMOVAL OF DRIVEWAY	SY	91	30	2,730
50	SIDEWALK, PCC, 4"	SY	60	100	6,000
51	DRIVEWAY, PAVED, PCC, 6"	SY	91	190	17,290
52	PAVEMENT REMOVAL	SY	592	32	18,944
53	TEMPORARY TRAFFIC CONTROL	LS	1	22,000	22,000
54	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	LS	1	15,000	15,000
55	DITCH SEEDING & FERTILIZING (OPEN DITCH)	STA	18.73	450	8,428.50
56	SWPPP MANAGEMENT	LS	1	8,000	8,000
57	FILTER SOCK	LF	0	4	0
58	FILTER SOCKS, REMOVAL	LF	0	4	0
59	TEMPORARY RECP	SY	5908	4	23,632
60	WATTLE	LF	200	5	1,000
61	WATTLE, REMOVAL	LF	200	2	400
62	RIP RAP, EROSION STONE	TON	100	125	12,500
63	RIP RAP, CLASS E (OPEN DITCH)	TON	29	135	3,915
64	SILT FENCE OR SILT FENCE DITCH CHECK	LF	1150	4	4,600

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
65	SILT SCREEN FENCE (OPEN DITCH)	LS	1	1000	1,000
66	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	1150	3	3,450
67	STABILIZED CONSTRUCTION EXIT	TON	5	55	275
68	TURF REINFORCEMENT MATS	SF	3726	6	22,356
69	INLET PROTECTION DEVICE, DROP IN	EA	2	400	800
70	INLET PROTECTION DEVICE, WATTLES	EA	5	700	3,500
71	INLET PROTECTION DEVICE, MAINTENANCE	EA	7	250	1,750
72	SALVAGE OF FENCE (OPEN DITCH)	STA	19.10	700	13,370
73	TESTING	LS	1	8000	8,000
74	CDBG SIGN	LS	1	800	800
75	MOBILIZATION	LS	1	57000	57,000
76	MAINTENANCE OF POSTAL SERVICE	LS	1	3500	3,500
77	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	1500	1,500
78	CONCRETE WASHOUT	LS	1	1000	1,000
79					
80					
<b>Base Bid Subtotal</b>					<b>\$ 1,192,317.00</b>
<b>ALTERNATE A</b>					
A1	ALUMINUM BOX CULVERT, 156"X36", TRENCHED	LS	1	120,000	120,000
A2					
<b>Alternate A Subtotal</b>					<b>\$ 120,000.00</b>
<b>ALTERNATE B</b>					
B1	PRECAST RCP BOX CULVERT, 96"X48", TRENCHED	LS	1	165,000	165,000
B2					
<b>Alternate B Subtotal</b>					<b>\$ 165,000.00</b>
<b>Base Bid + Alternate A Total</b>					<b>\$ 1,312,317.00</b>
<b>Base Bid + Alternate B Total</b>					<b>\$ 1,357,317.00</b>

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.03 Contract will be awarded to the lowest responsible bidder based on the Base Bid plus Alternate A or Base Bid plus Alternate B.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before September 27, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within thirty (30) calendar days after the completion of the work and acceptance by the Owner.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Intent to Comply with Section 3 Requirements Form;
  - C. Required Bidder Status Form.
  - D. DUNS Number, SAMS Number, Tax ID Number, and Iowa Contractor's License Number

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

King Contracting LLC dba King Construction

By:

*[Signature]*



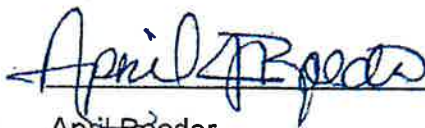
*[Printed name]*

David King, President

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

April Roeder

Title:

Office Manager

Submittal Date:

10.26.2023

Address for giving notices:

104 Main St., PO Box 369, Wall Lake, IA 51466

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Telephone Number: 712.664.2918

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Fax Number: 712.664.2920

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Contact Name and e-mail address: info@kingconstruction.net

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Bidder's License No.: C000425

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**David King, President**  
104 Main St. · P.O. Box 369  
Wall Lake, IA 51466  
Bus. Office: 712-664-2918  
Bus. Fax: 712-664-2920  
E-mail: [info@kingconstruction.net](mailto:info@kingconstruction.net)

10.26.2023

City of Early  
Attn: Lexi Houston, City Clerk  
107 Main Street  
Early, Iowa 50535

Project: Drainage District No. 59 & City of Early, IA Stormwater  
Repairs

RE: DUNS Number, Unique Entity ID#, Tax ID Number & Iowa  
Contractor's License Number Request

**DUNS # - 11-507-7125**

**SAMS# - U8UHXXRAWVN1**

**CAGE Code - 9H9B1**

**Tax ID # - 33-1056040**

**Iowa Contractor's License # C000425**

**Bidder Status Form**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: Jan. / 1 / 2012 to Oct. / 26 / 2023 Address: 104 Main St., PO Box 369  
City, State, Zip: Wall Lake, IA 51466

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_

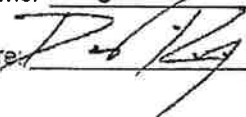
You may attach additional sheet(s) if needed.

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: King Contracting LLC dba King Construction

Signature:  David King, President Date: 10.26.2023

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

**SECTION 3 – CONTRACTOR INTENT TO COMPLY**

For Project (insert project name): Drainage District 59 & City of Early Stormwater Repairs

In (Insert City Name): Early, IA IEDA Project Number: \_\_\_\_\_

Contractor Name: King Contracting LLC dba King Construction hereinafter referred to as "CONTRACTOR."

Address: 104 Main St., PO Box 369 City: Wall Lake State: IA Zip: 51466

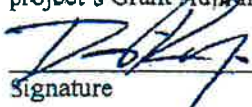
This form is the CONTRACTOR's official statement acknowledging their understanding that Section 3 requirements are mandatory for the proposed project which is funded in part with funds from the Department of Housing and Urban Development (HUD). The form also signifies the CONTRACTOR's intent to comply with the Section 3 requirements as outlined in the plans and specifications, including but not limited to, the intent to utilize Section 3 (low to moderate income) workers and subcontractors where possible and complying with all mandatory reporting related to Section 3 HUD guidelines.

In recognition of the intent to comply the CONTRACTOR indicates their compliance with the following certifications:

- YES If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee's hourly wages and addresses.
- YES  NO Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>
- YES Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?
- YES If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?
- YES If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: <https://hudapps.hud.gov/OpportunityPortal/>

The CONTRACTOR estimates that the total hours worked on this project by employees of the CONTRACTOR will be \_\_\_\_\_.

The CONTRACTOR recognizes that this contracting opportunity is subject to HUD Section requirements ([24 CFR Part 75](#)). The CONTRACTOR has read and understands the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project (plans and specifications, request for qualification, request for proposals, etc.). If awarded a contract, the CONTRACTOR commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the CONTRACTOR agrees to provide reports to the project's Grant Administrator on a timely basis) regarding Section 3 efforts and accomplishments.

  
Signature \_\_\_\_\_

10/26/2023  
Date \_\_\_\_\_

Print Name: David King

Title: President

### Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files. IEDA considers this form adequate documentation of Section 3 status. Projects that receive \$200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses. This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

**Business being certified:**

Company: King Contracting LLC dba King Construction

Address: 104 Main St., PO Box 369, Wall Lake, IA 51466

**Project information:**

Project Name: Drainage District No. 59 and City of Early Stormwater Repairs

Project Address: Early, IA

**Section 3 determination**

1. Is your business owned (51% or more) by individuals whose individual incomes are NO GREATER THAN 80% of Area Median Income (AMI)\* OR owned by individuals that are current public housing residents or current residents of Section 8-assisted housing?

*\*Please reference <https://www.iowaeda.com/cdba/management-guide/> (under recipient income requirements and census information) to determine if employee is less than 80% of the current area median income.*

( ) Yes (X) No

2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose individual incomes are no greater than 80% of Area Median Income (AMI)?

( ) Yes (X) No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: 

Print Name: David King, President

Date: 10.26.2023



### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Progressive Structures, LLC  
315 Commercial Ave, PO Box 170  
Luxemborg, IA 52056

**SURETY (Name, and Address of Principal Place of Business):**

Merchants National Bonding, Inc.  
PO Box 14498  
Des Moines, IA 50306-3498

**OWNER (Name and Address):**

Drainage District No. 59 & City Of Early  
Early, Iowa

**BID**

Bid Due Date: October 26, 2023

Description (Project Name— Include Location): Stormwater Repairs

**BOND**

Bond Number: N/A

Date: October 26, 2023

Penal sum Ten Percent of Amount Bid \_\_\_\_\_ \$ (10%) \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Progressive Structures, LLC (Seal)  
Bidder's Name and Corporate Seal

**SURETY**

Merchants National Bonding, Inc. (Seal)  
Surety's Name and Corporate Seal

By:

[Signature]  
Signature

Travis Augustyn  
Print Name

Manager  
Title

Attest:

[Signature]  
Signature

Title Project Manager

By:

[Signature]  
Signature (Attach Power of Attorney)

E A von Harz  
Print Name

Attorney-in-Fact  
Title

Attest:

[Signature]  
Signature Courtney Meyer

Title Bond Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,  
 Brandon Horbach; Courtney Meyer; Daniel M Molyneaux; E A von Harz; Greg T LaMair; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Stacey Rensberger; Stacy Paisley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



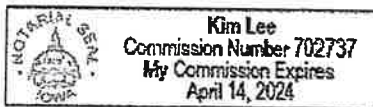
MERCHANTS BONDING COMPANY (MUTUAL)  
 MERCHANTS NATIONAL BONDING, INC.  
 d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
 President

STATE OF IOWA  
 COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
 Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of October, 2023.



*William Warner Jr.*  
 Secretary

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Early  
Attn: Lexi Houston, City Clerk  
107 Main Street  
Early, Iowa 50535**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	10/13/2023
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. Bids may be submitted for **Base Bid** and **Alternate A**, **Base Bid** and **Alternate B**, or **Base Bid** and **Alternates A and B**.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00
2	CLEARING AND CHEMICAL TREATMENT (OPEN DITCH)	LS	1	10,000.00	10,000.00
3	TOPSOIL, ON-SITE	CY	4135	20.00	82,700.00
4	EXCAVATION, CLASS 10	CY	41	50.00	2,050.00
5	EXCAVATION, CLASS 10 (BASIN)	CY	3614	15.00	54,210.00
6	EXCAVATION (OPEN DITCH)	CY	1780	12.00	21,360.00
7	EXCAVATION, CLASS 10 WASTING	CY	6244	44.00	274,736.00
8	ONE SIDED SPOIL LEVELING (OPEN DITCH)	STA	18.73	480.00	8,990.40
9	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	211	12.00	2,532.00
10	REMOVAL OF STRUCTURE, GRATE	EA	1	750.00	750.00
11	REMOVAL OF KNOWN BOX CULVERT, RCP, 72"X36"	LF	62	110.00	6,820
12	REMOVAL OF KNOWN PIPE CULVERT, CMP, 72"	LF	62	20.00	1,240.00
13	EXPLORATORY EXCAVATION	HR	8	265.00	2,120.00
14	STORM SEWER, TRENCHED, C900 PVC, 15"	LF	60	185.00	11,100.00
15	STORM SEWER, TRENCHED, RCP, 12"	LF	50	95.00	4,750.00
16	AG DRAIN TILE, 4" (TOE DRAIN)	LF	695	28.00	19,460.00
17	AG DRAIN TILE, 6"	LF	44	32.00	1,408.00
18	AG DRAIN TILE, 10"	LF	430	56.00	24,080.00
19	AG DRAIN TILE, 15"	LF	1589	65.00	103,285.00
20	6" ELBOW, FABRICATION ONLY	EA	1	480.00	480.00
21	15" ELBOW, FABRICATION ONLY	EA	9	350.00	3,150.00
22	GRANULAR FOUNDATION MATERIAL	TON	75	48.00	3,600.00
23	CORRUGATED METAL SURFACE PIPE, 16 GAUGE, 18" DIA (OPEN DITCH)	LF	30	68.00	2,040.00
24	CORRUGATED METAL TILE EXT. PIPE, 16 GAUGE, 24" DIA (OPEN DITCH)	LF	20	76.00	1,520.00
25	DRAIN TILE REPAIRS AND CONNECTIONS, MISC.	LF	8	380.00	3,040.00
26	15-INCH CROSS CONNECT W/ 40 LF OF SPECIFIED PIPE	EA	1	2,100.00	2,100.00
27	REMOVAL OF EXISTING DISTRICT TILE	LF	158	11.00	1,738.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
28	CRUSH AND BURY EXISTING TILE (SIZE & MATERIAL MAY VARY)	LF	1027	4.00	4,108.00
29	STORM SEWER ABANDONMENT, PLUG	EA	2	450.00	900.00
30	STORM SEWER ABANDONMENT, FILL AND PLUG	LF	80	68.00	5,440.00
31	PIPE APRON, RCP, 12"	EA	1	3,000.00	3,000.00
32	FOOTING FOR CONCRETE PIPE APRON, RCP, 12"	EA	1	700.00	700.00
33	SANITARY SEWER SPOT REPAIRS, 6", BY COUNT	EA	1	7,000.00	7,000.00
34	SANITARY SEWER SPOT REPAIRS, 8", BY COUNT	EA	3	7,000.00	21,000.00
35	SANITARY SEWER SPOT REPAIRS, TRENCHED, 6"	LF	20	75.00	1,500.00
36	SANITARY SEWER SPOT REPAIRS, TRENCHED, SDR-26, 8"	LF	60	80.00	4,800.00
37	WATER MAIN ABANDONMENT, CAP, 4"	EA	2	1,800.00	3,600.00
38	WATER MAIN ABANDONMENT, CAP, 6"	EA	1	1,900.00	1,900.00
39	INTAKE, DROP, 15"	EA	1	1,300.00	1,300.00
40	INTAKE, DROP, 18"	EA	1	2,300.00	2,300.00
41	INTAKE, FIELD, 12"	EA	3	1,200.00	3,600.00
42	INTAKE, WATER CONTROL STRUCTURE	EA	1	8,200.00	8,200.00
43	INTAKE, SW-501	EA	2	5,800.00	11,600.00
44	CONNECTION TO EXISTING MANHOLE	EA	1	1,600.00	1,600.00
45	REMOVE INTAKE	EA	1	600.00	600.00
46	PAVEMENT, PCC, 9 INCHES	SY	362	160.00	57,920.00
47	PAVEMENT, DOUBLE REINFORCED PCC, 9 INCHES	SY	211	210.00	44,310.00
48	REMOVAL OF SIDEWALK	SY	65	28.00	1,820.00
49	REMOVAL OF DRIVEWAY	SY	91	28.00	2,548.00
50	SIDEWALK, PCC, 4"	SY	60	110.00	6,600.00
51	DRIVEWAY, PAVED, PCC, 6"	SY	91	125.00	11,375.00
52	PAVEMENT REMOVAL	SY	592	40.00	23,680.00
53	TEMPORARY TRAFFIC CONTROL	LS	1	18,000.00	18,000.00
54	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	LS	1	11,000.00	11,000.00
55	DITCH SEEDING & FERTILIZING (OPEN DITCH)	STA	18.73	300.00	5,619.00
56	SWPPP MANAGEMENT	LS	1	5,000.00	5,000.00
57	FILTER SOCK	LF	0	<del>6</del>	<del>0</del>
58	FILTER SOCKS, REMOVAL	LF	0	<del>6</del>	<del>0</del>
59	TEMPORARY RECP	SY	5908	3.00	17,724.00
60	WATTLE	LF	200	4.00	800.00
61	WATTLE, REMOVAL	LF	200	1.50	300.00
62	RIP RAP, EROSION STONE	TON	100	132.00	13,200.00
63	RIP RAP, CLASS E (OPEN DITCH)	TON	29	170.00	4,930.00
64	SILT FENCE OR SILT FENCE DITCH CHECK	LF	1150	4.00	4,600.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
65	SILT SCREEN FENCE (OPEN DITCH)	LS	1	1,800.00	1,800.00
66	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	1150	1.00	1,150.00
67	STABILIZED CONSTRUCTION EXIT	TON	5	180.00	900.00
68	TURF REINFORCEMENT MATS	SF	3726	12.00	44,712.00
69	INLET PROTECTION DEVICE, DROP IN	EA	2	400.00	800.00
70	INLET PROTECTION DEVICE, WATTLES	EA	5	300.00	1,500.00
71	INLET PROTECTION DEVICE, MAINTENANCE	EA	7	500.00	3,500.00
72	SALVAGE OF FENCE (OPEN DITCH)	STA	19.10	400.00	7,640.00
73	TESTING	LS	1	18,000.00	18,000.00
74	CDBG SIGN	LS	1	2,600.00	2,600.00
75	MOBILIZATION	LS	1	89,000.00	89,000.00
76	MAINTENANCE OF POSTAL SERVICE	LS	1	7,200.00	7,200.00
77	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	8,000.00	8,000.00
78	CONCRETE WASHOUT	LS	1	4,000.00	4,000.00
79					
80					
<b>Base Bid Subtotal</b>					<b>\$1182,635.4</b>

ALTERNATE A					
A1	ALUMINUM BOX CULVERT, 156"X36", TRENCHED	LS	1	180,000.00	180,000.00
A2					
<b>Alternate A Subtotal</b>					<b>\$180,000.00</b>

ALTERNATE B					
B1	PRECAST RCP BOX CULVERT, 96"X48", TRENCHED	LS	1	90,000.00	90,000.00
B2					
<b>Alternate B Subtotal</b>					<b>\$90,000.00</b>

<b>Base Bid + Alternate A Total</b>					<b>\$1,362,635.4</b>
<b>Base Bid + Alternate B Total</b>					<b>\$1,272,635.4</b>

5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.03 Contract will be awarded to the lowest responsible bidder based on the Base Bid plus Alternate A or Base Bid plus Alternate B.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before September 27, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within thirty (30) calendar days after the completion of the work and acceptance by the Owner.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Intent to Comply with Section 3 Requirements Form;
  - C. Required Bidder Status Form.
  - D. DUNS Number, SAMS Number, Tax ID Number, and Iowa Contractor’s License Number

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.


**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Progressive Structures LLC

By:   
*[Signature]*

*[Printed name]* Travis Augustyn  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:   
*[Signature]*

*[Printed name]* Tara Augustyn

Title: Project Manager

Submittal Date: 10-26-2023

Address for giving notices:

Progressive Structures LLC  
315 Commercial Ave PO Box 170  
Luxemburg, IA 52056

Telephone Number: 563-880-9138

Fax Number: —

Contact Name and e-mail address: Augustyn @ progressiveStructuresia.com

Bidder's License No.: C1111 25

# Bidder Status Form

## To be completed by all bidders

## Part A

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

## To be completed by resident bidders

## Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 01 / 01 / 2011 to 03 / 01 / 2022 Address: 24412 Hwy. 13

City, State, Zip: Elkader, IA 52043

Dates: 03 / 01 / 2022 to 10 / 26 / 2023 Address: 315 Commercial Ave PO Box 170

City, State, Zip: Luxemburg, IA 52056

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_

You may attach additional sheet(s) if needed. City, State, Zip: \_\_\_\_\_

## To be completed by non-resident bidders

## Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

## To be completed by all bidders

## Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Progressive Structures LLC

Signature:  Date: 10-26-2023

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.